

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 7/17/07
COUNCIL MEETING TIME: 3:00 p.m.

ITEM TITLE OR DESCRIPTION:

2007 Hazardous Material Emergency Planning Grant

BACKGROUND OR HISTORY:

The Hazardous Material Emergency Planning Grant exists to increase State and local effectiveness to safely and efficiently handle hazardous materials accidents and incidents; enhance implementation of the Emergency Planning and Community Right-to-Know Act of 1986; and encourage a comprehensive approach to emergency planning and training by incorporating response to transportation standards.

SPECIAL CONSIDERATIONS OR CONCERNS:

As part of a continuation award, the South Carolina Emergency Management Division has granted Oconee County \$11,400 to be used for the following:

- Purchase of administrative supplies
- Contracted Household Hazardous Waste Collection Day

STAFF RECOMMENDATION FOR COUNCIL ACTION:

It is recommended that County Council approve this grant request.

FINANCIAL IMPACT:

2007 Hazardous Material Emergency Planning Grant - \$11,400

Local Match = \$9,950

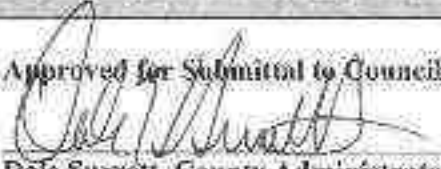
Local match will come from Emergency Management's FY 06-07 grant match line item 010-105-99999.

ATTACHMENTS:

Submitted or Prepared By:
Veronda Holcombe-Lewis

Department Head/Elected Official

Approved for Submittal to Council:



Dale Surrency, County Administrator

Reviewed By/ Initials:

County Attorney



Finance

Other

C: Clerk to Council

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
OCONEE COUNTY COUNCIL
COUNCIL MEETING DATE: 7/17/07
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Approval of Contract with Jacob Utilities, LLC for sewer service to Golden Corner Commerce Park.

BACKGROUND OR HISTORY:

Oconee County has been trying to procure sewer service for the I-85 area for several years. The treatment plant will be located at the Commerce Park.

SPECIAL CONSIDERATION:

N/A

STAFF RECOMMENDATIONS FOR COMMITTEE ACTION:

N/A

FINANCIAL IMPACT:

The cost to Oconee County will be approximately one million dollars over two fiscal years. There may be some rebates when new users hook onto the system. The County will obtain 50,000 gallons of capacity in the treatment plant. This capacity can be sold by Oconee County to industries in the industrial park or used as an incentive to locate industries in Oconee County. The long term effects for the County should result in an expansion of the County tax base.

ATTACHMENTS:

Proposed Contract

Submitted or Prepared By:

Brad Norton

Department Head

Reviewed By:

_____ : County Attorney

Approved for Submittal to Committee

Dale Surrett, County Administrator

_____ n/a _____ : Finance

AGENDA ITEM SUMMARY
OCCONEE COUNTY, SC
COUNTY MEETING DATE: 7/17/07
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Third & Final Reading of Ordinance 2007-10, "ROAD NAMING AND ADDRESSING ORDINANCE OF OCCONEE COUNTY, SOUTH CAROLINA"

BACKGROUND OR HISTORY:

The E-911 Addressing Office was recently transferred into the Planning Division from Information Technology. As part of assimilating the office and its operations, the Planning Department undertook a review of the existing E-911 Addressing Ordinance to ensure compliance with all state requirements, and the existing ordinance (which contains both funding requirements and road naming and addressing standards) should be streamlined; any funding matters governed under the Budget & Control Board section of state code should be appropriately amended and remain in the existing ordinance, and all issues controlled by the State Planning Act (road naming and addressing) should be removed and put in a separate ordinance. In addition, formal policies and procedures governing road naming and addressing should be established, and in line with state regulations, placed within the purview of the Planning Commission.

SPECIAL CONSIDERATIONS OR CONCERNS:

If the proposed draft is approved, the existing E-911 Ordinance will need to be amended to reflect the existence of the new Road Naming and Addressing Ordinance prior to final reading; also, as E-911 funding involves contractual obligations, the County Attorney will need to review all final versions to ensure that no unintended negative impacts ensue.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends adoption of Ordinance 2007-10.00 second reading.

FINANCIAL IMPACT:

N/A

ATTACHMENTS:

Draft Ordinance 2007-10
Submitted or Prepared By:

Opal O. Green
Department Head

Approved for submittal to Council:


Dale Surrent, County Administrator

**OCONEE COUNTY COUNCIL
ORDINANCE NO 2007-10
ROAD NAMING AND ADDRESSING ORDINANCE
OF OCONEE COUNTY, SOUTH CAROLINA**

SECTION 1. - NAME

The name of this ordinance shall be the "Oconee County Road Naming and Addressing Ordinance".

SECTION 2.-PURPOSE AND INTENT

It is the purpose of this ordinance to enhance efficient emergency response and further the orderly development of Oconee County by establishing standards for the naming of roads and assigning addresses to structures, and to provide for the creation of office policies and procedures to assist the staff in implementing these standards.

SECTION 3.-AUTHORITY

This ordinance is adopted pursuant to provisions of SC Code 1976 Title 23, Chapter 47 and Title 6, Chapter 29 of the South Carolina State Code of Laws.

SECTION 4.- JURISDICTION

This ordinance shall apply to all areas within the boundaries of Oconee County that are designated by the State of South Carolina to be the responsibility of Oconee County in the naming of roads and addressing.

SECTION 5.- FINDING OF FACTS

Whereas, Oconee County Council desires to provide the citizens of Oconee County efficient emergency response; and

Whereas, efficient emergency response is aided by the proper naming of roads and assignment of unique, easily identifiable E-911 addresses; and

Whereas, all citizens benefit from an orderly and well-planned addressing and road naming system; and

Whereas, the State of South Carolina mandates that the Oconee County Planning Commission approve and authorize the names of all roads within the jurisdiction of Oconee County;

Therefore, Oconee County Council hereby establishes and adopts the following standards to regulate the assignment of road names and addresses, and to establish

penalties such as are necessary to discourage activities that impair effective implementation of this ordinance.

SECTION 6-ROAD NAMING

A. The Oconee County Planning Commission shall approve and authorize road names pursuant to §6-29-1200 and §23-47-60 of the South Carolina Code of Laws. To this end, the Planning Commission may establish policies and procedures as necessary to enable staff to carry out this directive in the most efficient and equitable manner possible.

B. All policies and procedures governing road naming shall be contained in a public document entitled, "*Oconee County Road Naming and Addressing Policies*", which may be amended by the Oconee County Planning Commission from time to time as necessary.

C. The Oconee County Planning Commission shall maintain a master list of road names assigned in Oconee County.

D. Appropriate fees may be established by resolution of County Council from time to time to cover costs related to road naming.

SECTION 7-ROAD SIGNAGE

A. All road signage shall meet the standards put forth in the Federal Highway Administration's Manual of Uniform Traffic Control Devices, and policies outlined in the "*Oconee County Road Naming and Addressing Policies*".

B. Appropriate fees may be established by resolution of County Council from time to time to cover costs related to road signage.

C. All costs associated with the installation of signage in a new subdivision shall be borne by the developer/owner.

D. All costs associated with changing signage on an existing road for non-emergency related reasons shall be paid by the party initiating the change.

SECTION 8-ADDRESSING AND NUMBERING

A. A uniform system of assigning address numbers for properties, principal buildings, and other structures shall be implemented in conformance to §23-47-60 of the South Carolina Code of Laws.

B. All addresses assigned after the adoption of these standards shall be unique within the jurisdiction of these regulations, and comply with the standards put forth in the "*Oconee County's Road Naming and Addressing Policy*".

C. Addresses existing at the time of the adoption of these standards may be changed as necessary to provide for an efficient emergency response, and to accomplish the purpose and intent of state regulations and this ordinance. Any address found to present a potential threat to the health, safety and welfare of the public shall be changed as soon as is practicable.

D. Written notification of assigned addresses shall be provided to the owner, occupant, or agent of each building in all instances of new or changed addresses.

E. Assigned addresses shall be displayed in such a manner as to meet all applicable state and local standards.

SECTION 9.-APPEALS

Appeals to a decision made by Oconee County addressing staff must be submitted in writing to the Planning Director, and must indicate the specific reason for the appeal. The Planning Director shall forward all appeals to the Planning Commission, who shall act on the appeal pursuant to the standards established in Title 6 Chapter 29 of the South Carolina Code of Laws.

SECTION 10.-ADMINISTRATION AND IMPLEMENTATION

The Oconee County Addressing Office shall assign all addresses issued in Oconee County pursuant to state regulations and the standards contained in this ordinance. The Addressing Office shall be the sole party authorized to issue addresses within the jurisdiction of this ordinance.

Every owner, agent, or other responsible party of each house, building or other addressed structure shall display the correct address in such a manner as is necessary to meet the standards put forth in this ordinance. Specific guidelines related to displaying addresses shall be available from the Addressing Office.

SECTION 11.-ENFORCEMENT

No building permit, land use permit, or other county-sanctioned authorization shall be issued for any building, structure, development or other usage until appropriate addresses have been assigned.

Final approval of any structure erected, repaired, altered, or modified after the effective date of this Ordinance shall be withheld by the Building Official until such time as the appropriate address has been properly posted.

Failure to post and maintain appropriate signage or addressing as required by this ordinance shall be considered a violation of these regulations, and may subject the owner, agent or responsible party to all penalties proscribed herein.

SECTION 12.-VIOLATIONS AND PENALTIES

A. Failure to Obtain or to Post Addresses

Failure by an owner, agent, or responsible party to obtain an appropriate R-911 address, or to knowingly place an incorrect address in such a manner other than is provided for by this ordinance, shall constitute a violation of this Ordinance. The owner, agent, or responsible party shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined not more than fifty (50) dollars or imprisoned for a term not to exceed thirty days. Each day that the said violation continues to exist, shall constitute a separate offense.

B. Tampering with Street Signs, Posting Illegal Street

Removing or defacing a street name sign in any manner, placing a street name sign in any location not approved for such by the Oconee County Roads Department, or being found in possession of a stolen street sign shall constitute a violation of this Ordinance. Any person found in violation shall pay all cost associated with the replacement or repair of the signs, and shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined not less than two hundred and fifty (250) dollars per offense or imprisoned for a term not to exceed the authority of the Magistrate's Court.

C. Removing or Defacing Numbers

Any person who unlawfully removes, defaces, marks, changes, destroys or renders an existing posted address number, or road number unreadable in any manner shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined or imprisoned for a term not to exceed the authority of the Magistrate's Court.

SECTION 13.-VALIDITY AND SEVERABILITY

Should any section of this Ordinance be declared unconstitutional for any reason, such declaration shall not affect the validity of the Ordinance as a whole in any part thereof which is not specifically declared to be unconstitutional.

Marion E. Lyles, Chair
Oconee County Council

Attest:

Elizabeth G. Hulse, Clerk
Oconee County Council

1st Reading: 6/5/07
2nd Reading: 6/19/07
3rd Reading: 7/17/07

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 17, 2007

COUNCIL MEETING TIME: 3:00PM

ITEM TITLE OR DESCRIPTION:

Third and Final reading of Ordinance 2007-11, An Ordinance creating the Oconee County Parks, Recreation, and Tourism Commission, and repealing Ordinance 2003-26, an Ordinance creating the Oconee County Parks and Tourism Commission, and repealing Ordinance 2003-27, an Ordinance creating the Oconee County Recreation Commission.

BACKGROUND OR HISTORY:

There are no 3rd reading revisions:

2nd reading revisions include the deletion of sub-section (d) and (e) under Section 5 and the changing of subsection (c) under Section 5 to read:

To prepare plans and recommendations to the PRT Director in the area of its activity, with recommendations for the implementation of such plans.

At the recommendation of the PRT Director, and upon approval of County Council, the Parks and Tourism Commission and the Recreation Commission, which both fall under the PRT department, shall be restructured to become the Parks, Recreation, and Tourism Commission.

SPECIAL CONSIDERATIONS OR CONCERNS:

The current members of the Parks and Tourism Commission shall be retained as the new Parks, Recreation, and Tourism Commission.

STAFF RECOMMENDATION:

Approval of restructuring of the Parks and Tourism Commission and the Recreation Commission into the new Parks, Recreation, and Tourism Commission, and approval of the attached Ordinance.

FINANCIAL IMPACT:

N/A

ATTACHMENTS:

Proposed Ordinance 2007-11

Submitted and Prepared By:

Phil Shirley, PRT Director

Director of Parks, Recreation & Tourism

Approved by Submittal to Council:

Dale Surrency
Dale Surrency, County Administrator

Reviewed By/ Initials:

County Attorney

Finance

Other

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
OCONEE COUNTY COUNCIL ORDINANCE NO. 2007-11

AN ORDINANCE CREATING THE OCONEE COUNTY PARKS, RECREATION, AND
TOURISM COMMISSION, AND REPEALING ORDINANCE 2003-26, AN ORDINANCE
CREATING THE OCONEE COUNTY PARKS AND TOURISM COMMISSION, AND
REPEALING ORDINANCE 2003-27, AN ORDINANCE CREATING THE OCONEE
COUNTY RECREATION COMMISSION.

BY OCONEE COUNTY COUNCIL, in session, duly assembled and with a quorum
present and voting,

BE IT ORDAINED:

Section 1: Name, Purpose, Effective Date.

This Ordinance shall be known, in addition to the number, as "An Ordinance Creating the Oconee County Parks, Recreation, and Tourism Commission, Repealing Oconee County Ordinance No. 2003-26, an Ordinance Creating the Oconee County Parks and Tourism Commission, and Repealing Oconee County Ordinance 2003-27, an Ordinance Creating the Oconee County Recreation Commission, and shall be effective upon third and final reading.

The purpose of the Ordinance is to create the Oconee County Parks, Recreation, and Tourism Commission, by renaming the existing Oconee County Parks and Tourism Commission with the duties and authorities herein provided, and eliminate the Oconee County Recreation Commission.

Section 2: Membership.

The membership of the Oconee County Parks, Recreation, and Tourism Commission shall be the existing members of the Parks and Tourism Commission, six (6) in number, selected and appointed by a majority vote of the membership of Oconee County Council voting in council duly assembled, with one (1) member being selected from each of the five Council Districts in existence and as delineated at the time of the adoption of the Ordinance, and one (1) member appointed by the Chief Administrative Officer of Oconee County. PROVIDED, HOWEVER, if after an appointment of a member to represent a particular Council District of Oconee County to this Commission, such District is altered then such member shall continue to serve thereon for the remainder of the term to which he is appointed, irrespective of his place of residence. PROVIDED, FURTHER, HOWEVER, if or in the event the County be further divided into additional Districts, additional appointments of members to the Commission to represent the newly created District may be made by County Council without further action.

Should any member of this Commission move and establish residence outside the County or the District where such member was residing at the time of the appointment to this

Commission, such moving shall constitute a resignation by the member and a replacement member(s) shall be appointed to fill the unexpired term of the such resigned member.

Section 3: Term of Members.

Each member shall serve for a term of four (4) years, EXCEPT that the initial term of those members selected to represent Districts Two (2), Five (5), and Four (4) shall be for a period of two (2) years; and for Districts One (1), and Three (3) shall be for a period of four (4) years, and thereafter all members shall serve for a four (4) year term or until their successors in office are duly appointed.

If or in the event any member of the Commission shall fail to attend fifty (50%) percent of the regularly scheduled meetings within a period of twelve (12) calendar months, he shall be deemed to have resigned his position and may be replaced without notice by action of the Oconee County Council. PROVIDED, HOWEVER, if such absences are excused by the Chairman of the Commission and/or the Chief Administrative Officer of Oconee County, then this provision may be waived.

Members of the Oconee County Parks, Recreation, and Tourism Commission may be removed at any time by majority vote of the Oconee County Council for cause.

Section 4: Organization, Meeting, Officers.

The Oconee County Parks, Recreation, and Tourism Commission shall meet at least once a month, at a time and place selected by the membership thereof, excepting that upon vote of the majority of its members, meetings for June and July may be suspended or waived.

At the January meeting of each even-numbered year, there shall be elected a Chairman, a Vice Chairman, and a Secretary, together with such other officers as the Commission may deem necessary; and these officers shall serve for a period of two (2) years or until their successors are duly elected and qualified. Vacancies in any such office by reason of death, resignation, or replacement shall be filled for the unexpired term of the officer whose position becomes vacant.

In addition, the Commission may duly adopt such By-Laws as may be necessary for the orderly performance of its duties and functions. And By-Laws which may be adopted by the Commission for the orderly performance of its duties shall comply with the provisions of the general law of the State of South Carolina and of this Ordinance, and of all other Ordinances of Oconee County, including but not limited to the Freedom of Information Act.

Section 5: Powers and Duties

The duties of the Oconee County Parks, Recreation, and Tourism Commission shall be as follows:

- a) To advise Oconee County Council on any matter affecting the County Parks, Recreation, and Tourism department, with emphasis on the promotion of Parks, Recreation, and Tourism, and the encouragement of tourism in the County. Such advice shall be made in the form of a written report to Council, monthly.

summarizing the activities, findings, and functions on the Commission, together with the agenda for the next meeting, all of which shall be in the hands of the Administrator of Oconee County or his designee within a reasonable time. In no event, however, shall this Commission enter into any contracts, contractual obligations, employment of personnel, and purchase of equipment or expenditure of funds not itemized and authorized in the budget under which it shall operate, without prior written consent, affirmation and authorization of Oconee County Council. In any event, the power and authority to enter into any contract binding Oconee County is vested with and shall remain in the Chief Administrative Officer of Oconee County and the Oconee County Council and is not herein delegated to this Commission.

- h) To participate in the formulation of the budget and budgetary appropriations affecting the areas of concern for this Commission.
- c) To prepare plans and recommendations to the PRT Director in the area of its activity, with recommendations for the implementation of such plans.

Any advice or recommendations to Oconee County Council may be prepared and presented orally by the Chairman of the Commission or the Parks, Recreation, and Tourism Director at a regularly scheduled meeting of Council after due notice for agenda purposes, or in writing forwarded to the Chief Administrative Officer of Oconee County for dissemination to Council members.

Section 6: Salaries and Funding

Each member of the Oconee County Parks, Recreation, and Tourism Commission shall be paid the sum of one hundred (\$100.00) dollars per year, plus expenses for out of County travel, as sole compensation. Any expense item or claim for same shall be first approved by the Chairman of the Commission unless the same is made by such Chairman and submitted for approval and payment to the County Council. In no event shall any member of the Commission be entitled to any other compensation, direct or indirect, for services on the Commission and such member shall not provide any services, materials, products, goods, or equipment to the County unless the same is sold or offered for sale in accordance with existing County and State purchasing procedures.

In the event that a member of the Commission is a permanent employee of Oconee County, he shall not be entitled to any additional compensation by reason of such service to the Commission.

AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 17, 2007

COUNCIL MEETING TIME: 3:00PM

ITEM TITLE OR DESCRIPTION:

Third and Final Reading of Ordinance 2007-12, An Ordinance amending Ordinance 2004-18, an Ordinance amending Ordinance 2002-14, An Ordinance for the Purpose of Establishing a local Accommodations Tax to apply to all Accommodations located in Oconee County.

BACKGROUND OR HISTORY:

The definition of Accommodations shall be clarified to show that bed and breakfast establishments with less than 6 rooms, and which are owner occupied, are exempt by SC Code of Laws Section 17-36-920; and the distribution of the Local Accommodations Tax Fund shall be restructured to follow the new PRT Commission.

SPECIAL CONSIDERATIONS OR CONCERNS:

Upon approval of the attached Ordinance, the Local Accommodations Tax Fund shall be distributed as follows: Twenty five (25%) percent distributed to the Arts and Historical Commission, and Seventy five (75%) percent to the Parks, Recreation, and Tourism Commission for the following purposes: (1) tourism-related buildings, including, but not limited to, civic centers, coliseums, and aquariums; (2) cultural, recreational, or historical facilities; (3) beach access and re-nourishment; (4) highways, roads, streets, and bridges providing access to tourism destinations; (5) advertisements and promotion of Oconee County and related to tourist development; or (6) water and sewer infrastructure to serve tourism-related demand. All expenditures must be approved by County Council.

The existing balance of the twenty five (25%) percent Local Accommodations Tax fund shall be distributed to the Arts and Historical Commission and this balance, along with all future twenty five (25%) percent Local Accommodations Tax funds, shall be distributed annually in grants to the Arts and Historical Community that increases the ability of the grant recipient to provide for tourists, as described in the above guidelines. All expenditures must be approved by County Council.

The existing balance of the seventy five (75%) percent Local Accommodations Tax fund, with exception of two hundred thousand (\$200,000) dollars to be set aside as "Tourism Project Funds", shall be distributed to the Parks, Recreation, and Tourism Commission, and this balance, along with all future seventy five (75%) percent Local Accommodations Tax funds shall be used for the promotion of Oconee County and the Parks, Recreation, and Tourism department, as described in the above guidelines.

Each Commission shall make recommendations as to the expenditure of their distributed funds to Oconee County Council. All expenditures must be approved by Oconee County Council.

STAFF RECOMMENDATION:

Approval of 3rd Reading of Ordinance 2007-12

FINANCIAL IMPACT:

See above description


ATTACHMENTS:

Proposed Ordinance 2007-12

Submitted and Prepared By:

Phil Shirley
Director of Parks, Recreation and Tourism

Approved for Submittal to Council:


Dale Surrett, County Administrator

Reviewed By/ Initials:

County Attorney Finance Other

**OCONEE COUNTY COUNCIL
ORDINANCE 2007-12**

AN ORDINANCE AMENDING ORDINANCE 2004-16, AN ORDINANCE AMENDING ORDINANCE 2002-14, AN ORDINANCE FOR THE PURPOSE OF ESTABLISHING A LOCAL ACCOMMODATIONS TAX TO APPLY TO ALL ACCOMMODATIONS LOCATED IN OCONEE COUNTY.

BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL, in session, duly assembled with a quorum present and voting, that Ordinance 2002-14, Section 1a, is hereby amended to read as follows:

Section 1: Definition

- a. "Accommodations" is defined as any rooms (excluding meeting and conference rooms), campground spaces, lodgings, or sleeping accommodations furnished to transients by a hotel, inn, tourist court, tourist camp, motel, campground, residence, or any other place in which rooms, lodgings or sleeping accommodations are furnished to transients for consideration within the County. This tax does not apply where the facilities consist of less than six sleeping rooms, contained on the same premises, which is used as the individual's place of abode. The gross proceeds derived from the lease or rental of sleeping accommodations supplied to the same person or persons for a period of ninety (90) continuous days or more are not considered proceeds from transients.

And,

BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL, in session, duly assembled with a quorum present and voting that Ordinance 2004-16, an Ordinance amending 2002-14, Section 5, is hereby amended to read as follows:

The County Council shall distribute the Local Accommodations Tax collected and placed in the "County of Oconee Local Accommodations Tax Special Revenue Fund" to be used for tourism related capital projects, the support of tourism, and tourist services in a manner that will best serve the tourists from whom it was collected including being pledged as security for indebtedness issued by the County for public purposes. Recommendations may be made through the Parks, Recreation, and Tourism Commission, as well as the Arts and Historical Commission, for the expenditure of these funds. It shall be the responsibility of the County Council to ensure that any and all money expended from the "County of Oconee Accommodations Tax Special Revenue Fund" should be distributed in accordance with South Carolina Code of Laws section 6-1-530 for the following purposes:

- (1) tourism-related buildings, including, but not limited to, civic centers, coliseums, and aquariums;
- (2) tourism-related cultural, recreational, or historical facilities;
- (3) beach access, re-nourishment, or other tourism-related lands and water access;

- (4) highways, roads, streets, and bridges providing access to tourism destinations;
- (5) advertisements and promotion of Oconee County and related to tourist development;
- (6) water and sewer infrastructure to serve tourism related demand.

The existing balance of the twenty five (25%) percent Local Accommodations Tax fund shall be distributed to the Arts and Historical Commission. This balance, along with all future twenty five (25%) percent Local Accommodations Tax funds, shall be distributed annually in grants to the Arts and Historical Community that increases the ability of the grant recipient to provide for tourist, as described in the above guidelines. All expenditures must be approved by County Council.

The existing balance of the seventy five (75%) percent Local Accommodations Tax fund, with exception of two hundred thousand (\$200,000) dollars to be set aside as "Tourism Project Funds", shall be distributed to the Parks, Recreation, and Tourism Commission. This balance, along with all future seventy five (75%) percent Local Accommodations Tax funds, shall be used for the promotion of Oconee County and the Parks, Recreation, and Tourism department, as described in the above guidelines.

Each Commission shall make recommendations as to the expenditure of their distributed funds to Oconee County Council. All expenditures must be approved by Oconee County Council.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: July 17, 2007
COUNCIL MEETING TIME: 3:00PM

ITEM TITLE OR DESCRIPTION:

Second reading for Ordinance No. 2007-13.

BACKGROUND OR HISTORY:

The Ordinance authorizes the County to amend the PILOT Agreement with Johnson Controls Battery Group, Inc. Johnson Controls invested at least \$20.0M pursuant to the Agreement. Johnson Controls is requesting to extend the Agreement by five (5) years and requesting an additional three (3) year extension of the terms of the Infrastructure Credit as defined in the Agreement.

SPECIAL CONSIDERATIONS OR CONCERNS:

Johnson Controls plans to invest another \$8.9M in a facility upgrade within the next three (3) years. The exact number of jobs to be created is not known at this time.

STAFF RECOMMENDATION:

Recommend approval of the Second Reading.

FINANCIAL IMPACT:

The estimated fees to be collected are being calculated by the State and will be shared when available.

ATTACHMENTS:

N/A

Submitted or Prepared by:


James W. Alexander
(Economic Development Commission)

Approved By:


Dale Surrent,
(Oconee County Administrator)

Reviewed By: Initials:

_____ County Attorney

_____ Finance

_____ Auditor

C: Clerk to Council

ORDINANCE NO. 2007-13

AN ORDINANCE APPROVING THE AMENDMENT BY OCONEE COUNTY, SOUTH CAROLINA OF A FEE AGREEMENT BY AND BETWEEN JOHNSON CONTROLS BATTERY GROUP, INC. AND OCONEE COUNTY, SOUTH CAROLINA (JOHNSON CONTROLS BATTERY GROUP, INC. PROJECT), PURSUANT TO THE PROVISIONS OF SOUTH CAROLINA CODE ANNOTATED, SECTION 4-12-30 (1976), AS AMENDED

WHEREAS, Oconee County, South Carolina (the "County") and Johnson Controls Battery Group, Inc. (the "Tenant") did as of November 1, 2004 enter into (i) a fee agreement (the "Agreement") (Johnson Controls Battery Group, Inc. Project); and (ii) infrastructure tax credits; and

WHEREAS, pursuant to South Carolina Code of Laws, 1976, as amended, Section 4-12-30, the five year period for investment in the Agreement may be extended by up to an initial five (5) years by agreement of the County and the Tenant so long as the required statutory minimum investment has been made within the initial five years; and

WHEREAS, Tenant has to date invested in excess of \$20,000,000 pursuant to the Agreement and in compliance with the terms of the Agreement the right to invest pursuant to the Agreement is now extended by the five (5) year period; and

WHEREAS, Tenant is requesting an additional three (3) year extension of the terms of the Infrastructure Credit as defined in the Agreement;

NOW, THEREFORE, the County hereby agrees as follows:

Section 1. It shall extend the time for investment and receipt of the Infrastructure Credit pursuant to the Agreement in the facility by amending by extension the Agreement for a period of three (3) years, pursuant to the provisions of South Carolina Code 4-12-30 (the "Amended Fee Agreement").

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, the expansion pursuant to the Amended Fee Agreement will constitute a "project" as said term is referred to and defined in the Act (the "Project") and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Amended Fee Agreement and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(d) Neither the Project nor the Amended Fee Agreement gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(e) The purposes to be accomplished by the Project and the Amended Fee Agreement, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(f) The inducement of the expansion pursuant to the Project and the Amended Fee Agreement within the County and State is of paramount importance; and,

(g) The benefits of the Project and the Amended Fee Agreement will be greater than the costs.

Section 3. The form, terms and provisions of the Amended Fee Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amended Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amended Fee Agreement in the name and on behalf of the County, and thereupon to cause the Amended Fee Agreement to be delivered to the Company. The Amended Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Amended Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Amended Fee Agreement and the performance of all obligations of the County under and pursuant to the Amended Fee Agreement.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this 21st day of August, 2007.

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Marion E. Lyles, Chairman of County Council Oconee
County, South Carolina

ATTEST:

By: _____

Elizabeth G. Hulst, Clerk to County Council
Oconee County, South Carolina

First Reading:	June 19, 2007
Second Reading:	July 17, 2007
Public Hearing:	August 21, 2007
Third Reading:	August 21, 2007

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: July 17, 2007
COUNCIL MEETING TIME: 3:00PM

ITEM TITLE OR DESCRIPTION:

Ordinance No. 2007-14, Second Reading

BACKGROUND OR HISTORY:

This Ordinance authorizes the County to execute and deliver a FILOT agreement with Project Phoenix PLUS.

SPECIAL CONSIDERATIONS OR CONCERNS:

The agreement calls for an Investment by Project Phoenix PLUS of at least \$13.0M over the next 5 years. Although it is not required for approval of a FILOT agreement the Project will also create 100 jobs over the next 4-years.

STAFF RECOMMENDATION:

Recommend approval.

FINANCIAL IMPACT:

Based on the fact this is a multi-year project it is estimated the County will collect approximately \$1,250,000 or an average of approximately \$54,350/year for the next 23 years.

ATTACHMENTS:

N/A

Submitted or Prepared by:


James W. Alexander
(Economic Development Commission)

Approved By:


Dale Surratt
Oconee County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Auditor

C: Clerk to Council

ORDINANCE NO. 2007-

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT PHOENIX PLUS, AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Project Phoenix PLUS, a corporation duly incorporated under the laws of the State of Delaware (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or buildings, and machinery, apparatus, and equipment, for the purpose of the development of a facility which manufactures automotive parts and products in which the minimum level of taxable investment is not less than Thirteen Million Dollars (\$13,000,000) in qualifying fee in lieu of tax investment by the end of the fifth (5th) year following the year of execution of the Fee Agreement and the creation of not less than one hundred (100) new full-time jobs at the Project in the County by the end of the fourth (4th) year following the year of execution of the Fee Agreement, all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either, and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the

inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and Millage Rate Agreement, and a Fee Agreement and to that end has, by its Resolution adopted on June 5, 2007, authorized the execution of an Inducement Agreement, which included a Millage Rate Agreement, and, will by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Fee Agreement"); and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax; and

WHEREAS, it appears that the instrument above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended; and

WHEREAS, the site at which the Project is already located in a joint county industrial and business park.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a facility which manufactures automotive parts and products, the execution and delivery of a Fee Agreement with the Company for the Project is hereby authorized, ratified and approved.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, the Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subservise the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The terms and provisions of the Inducement Agreement and Millage Rate Agreement are hereby incorporated herein and made a part hereof;

(d) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(e) The Project and the Fee Agreement give rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(f) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and,

(h) The benefits of the Project will be greater than the costs.

Section 3. The form, terms and provisions of the Fee Agreement presented in this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County; and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council, the Administrator of the County, and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement and this Ordinance.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6: All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Section 7: The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act and provide copies thereof to the County. The County further authorizes a four (4) year extension to the investment period for the Project as authorized by the Act, only as authorized by and subject, explicitly, to the terms of the Fee Agreement.

Passed and approved this ____ day of _____, 2007.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Marion E. Tyles, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Opal O. Green, Clerk to County Council
Oconee County, South Carolina

First Reading: June 19, 2007
Second Reading: July 17, 2007
Public Hearing:
Third Reading:

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 17, 2007
COUNCIL MEETING TIME: 3:00PM

ITEM TITLE OR DESCRIPTION:

First reading in title only of Ordinance 2007-15.

BACKGROUND OR HISTORY:

Project Sohry is requesting approval of an Inducement and Millage Rate Agreement for an investment of at least \$30.0M over the next five (5) years. This Fee Agreement will require the company to make payments in lieu of taxes on their new investments.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Agreement will be for twenty (20) years, use an assessment ratio of 6%, a fixed millage based on the June 30, 2007 millage rate for the project site (which is believed to be 204.0 mils).

STAFF RECOMMENDATION:

The staff recommends approval.

FINANCIAL IMPACT:

Estimated fees to be collected over a 23 year period are being calculated by the State.

ATTACHMENTS:

N/A

Submitted or Prepared by:


James W. Alexander
(Economic Development Commission)

Approved By:


Dale Surratt,
Oconee County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Auditor

C: Clerk to Council

ORDINANCE NO. 2007-15

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT SENTRY; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: 7/17/07
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Approval of Resolution 2007-04, "AN OCONEE COUNTY COUNCIL RESOLUTION COMMENDING BLUECROSS BLUESHIELD OF SOUTH CAROLINA FOR THEIR SUPPORT OF THE ROSA CLARK FREE MEDICAL CLINIC AND OTHER CHARITABLE INITIATIVES ACROSS THE PALMETTO STATE WHICH PROVIDE FOR THE CONTINUED DEVELOPMENT OF WELL-REASONED, LONG-RANGE HEALTH CARE POLICIES FOR THE FAMILIES OF SOUTH CAROLINA"

BACKGROUND OR HISTORY:

BlueCross BlueShield of SC awarded more than \$800,000 in grants to SC School Districts and Counties for local health initiatives, including \$100,000 to the Rosa Clark Free Medical Clinic to provide healthcare and prescriptions to the uninsured and under insured in Oconee County.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION FOR COMMITTEE ACTION:

Staff recommends Council consider adoption of this resolution.

FINANCIAL IMPACT:

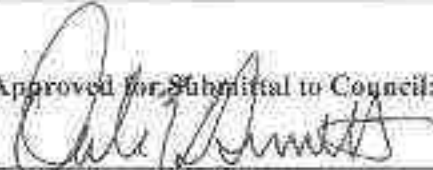
N/A

ATTACHMENTS:

Proposed Resolution 2007-04
Submitted or Prepared By:

Opal O. Green
Department Head

Approved for Submittal to Council:


Dale Surratt, County Administrator

Reviewed by:

___ N/A ___ : Finance

___ N/A ___ : County Attorney

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2007-04**

AN OCONEE COUNTY COUNCIL RESOLUTION COMMENDING BLUECROSS BLUESHIELD OF SOUTH CAROLINA FOR THEIR SUPPORT OF THE ROSA CLARK FREE MEDICAL CLINIC AND OTHER CHARITABLE INITIATIVES ACROSS THE PALMETTO STATE WHICH PROVIDE FOR THE CONTINUED DEVELOPMENT OF WELL-REASONED, LONG-RANGE HEALTHCARE POLICIES FOR THE FAMILIES OF SOUTH CAROLINA.

Whereas, for more than half a century, BlueCross BlueShield of South Carolina (BCBS) has sought to provide access to quality healthcare for all South Carolinians, ensuring that everyone has the opportunity to receive the care needed to provide for a high quality of life; and

Whereas, BCBS has maintained an excellent community-friendly record in South Carolina and worked to be a good corporate neighbor, contributing millions in taxes and households through good, high-paying jobs; and

Whereas, the BlueCross BlueShield Foundation has awarded millions of dollars in grants to local schools and medical facilities to ensure that all of South Carolina's sons and daughters have access to affordable quality healthcare; and

Whereas, BCBS Foundation in 2006 awarded more than \$800,000 in grants to South Carolina school districts and counties for local health initiatives, including \$100,000 to the Rosa Clark Free Medical Clinic to provide healthcare access and prescription drugs to the uninsured and underinsured in Oconee County; and

Whereas, BCBS Foundation is contributing an additional \$34,040 to Rosa Clark Free Medical Clinic as a measure of support for the clinic's vital mission of serving those in Oconee County who are most vulnerable, those who lack private insurance and are ineligible for government insurance programs;

Now, therefore,

Be it resolved by the Oconee County Council:

SECTION 1. The Oconee County Council expresses its gratitude to BlueCross BlueShield of South Carolina for investing in building the workforce of the future by investing in the education and health of South Carolina's citizens; and

SECTION 2. The Oconee County Council recognizes contributions by BlueCross BlueShield of South Carolina across the state and in Oconee County, and specifically their contributions to the Rosa Clark Free Medical Clinic for the valuable service that the clinic provides in our county.

APPROVED AND ADOPTED on first and final reading this 17th day of July 2007 as evidenced by the hand of the Council Chair and attested by the Clerk to Council.

Marion E. Lyles, Chair
Oconee County Council

Attest:

Elizabeth G. Hulse
Clerk to Council

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 17, 2007
COUNCIL MEETING TIME: 3:00PM

ITEM TITLE OR DESCRIPTION:

An Inducement and Millage Rate Agreement and Resolution No. 2007-05 for Project Sentry.

BACKGROUND OR HISTORY:

Project Sentry is requesting approval of an Inducement and Millage Rate Agreement for an investment of at least \$30.0M over the next five (5) years. This Fee Agreement will require the company to make payments in lieu of taxes on their new investments.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Agreement will be for twenty (20) years, use an assessment ratio of 6%, a fixed millage based on the June 30, 2007 millage rate for the project site (which is believed to be 204.0 mills).

STAFF RECOMMENDATION:

The staff recommends approval.

FINANCIAL IMPACT:

Estimated fees to be collected over a 23 year period are being calculated by the State.

ATTACHMENTS:

N/A

Submitted or Prepared by:


James W. Alexander

(Economic Development Commission)

Approved By:



Dale Surratt,

Oconee County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Auditor

C: Clerk to Council

Resolution No. 2007-05

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT SENTRY, WHEREBY, UNDER CERTAIN CONDITIONS, OCONEE COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AGREEMENT FOR A PROJECT INVOLVING NOT LESS THAN THIRTY MILLION DOLLARS (\$30,000,000) INVESTMENT

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, or cause to be acquired, properties and to enter into agreements with any industry to construct, operate, maintain and improve such property and to enter into or allow financing agreements with respect to such properties through which powers the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, Project Sentry, (the "Company"), has requested the County to participate in executing an Inducement and Millage Rate Agreement and a Fee in Lieu of Tax Agreement (the "Fee Agreement") (Project Sentry) pursuant to the Act for the purpose of authorizing and of acquiring by purchase, lease or construction certain land, building(s), machinery, apparatus, and equipment, for the purpose of manufacturing electronic meters and products (the "Project"), all as more fully set forth in the Inducement and Millage Rate Agreement (the "Inducement Agreement") attached hereto; and

WHEREAS, the Project is located in a multi-county industrial/business park with Williamsburg County to provide economic incentives to the Company; and

WHEREAS, the County is authorized by the Act to execute such agreements, as defined in the Act, with respect to such Project; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act.

NOW, THEREFORE, BE IT RESOLVED, by the County Council as follows:

Section 1. Pursuant to the authority of the Act and for the purpose of authorizing the Fee Agreement (as described in the Act) for the Project, there is hereby authorized to be executed an Inducement and Millage Rate Agreement between the County and the Company pertaining to the Project involving investment in the County of not less than \$30,000,000 of such qualifying fee in lieu of tax investment occurring by the end of the fifth (5th) year after the year of execution of the Fee Agreement.

Section 2. The provisions, terms and conditions of the Fee Agreement by and between the County and the Company shall be prescribed by subsequent ordinance of the County Council.

Section 3. The Chairman of County Council is hereby authorized and directed to execute the Inducement Agreement attached hereto in the name of and on behalf of the County, in substantially the form attached, or with such changes or additions as shall not materially prejudice the County, upon the advice of the county attorney, and the Clerk of the County Council is hereby authorized and directed to attest the same; and the Chairman of County Council is hereby further authorized and directed to deliver said executed Inducement Agreement to the Company.

Section 4. Prior to the execution of the Fee Agreement, the County Council will comply with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution shall take effect and be in full force from and after its passage by the County Council.

Section 6. It is the intention of the County Council that this Resolution shall constitute an official action on the part of the County relating to the inducement of the Project.

Done in meeting duly assembled this 17th day of July 2007.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Marion E. Lyles, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elisabeth Hulse, Clerk to County Council
Oconee County, South Carolina

**INDUCEMENT AGREEMENT
AND MILLAGE RATE AGREEMENT**

THIS INDUCEMENT AND MILLAGE RATE AGREEMENT (the "Agreement") made and entered into by and between Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and Project Sentry (the "Company") (a company known to the County at the time of execution of this Agreement).

WITNESSETH:

ARTICLE I

RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County is authorized and empowered by the provisions of Title 12, Chapter 44 Code of Laws of South Carolina, 1976, as amended (the "Act") to acquire, enlarge, improve, expand, equip, furnish, own, lease, and dispose of properties through which the industrial development of the State of South Carolina will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.

(b) The Company is considering the acquisition by construction, purchase or lease of facilities and capabilities to be used for the purpose manufacturing electric meters and products (the "Project") in the County. The Project will involve an investment of at least Thirty Million Dollars (\$30,000,000) in taxable (fee in lieu of tax) investment within the meaning of the Act, occurring by the end of the fifth (5th) year following the year of execution of the Fee Agreement (herein below defined) and a fee in lieu of tax agreement pursuant to the Act, by and between the Company and the County (the "Fee Agreement").

(c) The Company has requested the County to assist it through the incentive of a payment in lieu of ad valorem taxes as authorized by Section 12-44-10 et seq. of the Act.

(d) The site at which the Project is located is already in a joint county industrial and business park with Williamsburg County dated December 6, 1994.

(e) The County has given due consideration to the economic development impact of the Project, has found that the Project and the payments in lieu of ad valorem taxes set forth herein are beneficial to the Project and that the Project would benefit the general public

welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs; and, has agreed to effect the issuance and delivery of this Agreement, pursuant to the Act, and on the terms and conditions hereafter set forth.

ARTICLE II

UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The Project will be constructed or installed by the Company on the sites now owned or hereafter acquired by the Company in the County and will involve a capital expenditure of not less than \$30,000,000 in taxable property occurring by the end of the fifth (5th) year following the year of execution of the Fee Agreement. The Fee Agreement will contain suitable provisions for acquisition and construction of the project by the Company.

Section 2.2. The Fee Agreement will be executed at such time and upon acceptable terms to the County, as the Company shall request subject to Section 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement by and between the County and the Company shall be substantially in the form generally utilized in connection with the Act as agreed upon by the County and the Company. Such Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will coincide with the maximum term of the negotiated fee pursuant to the Act. Thus, the Company shall be allowed to invest under and pursuant to the Fee Agreement not less than \$30,000,000 of such qualifying fee in lieu of tax investment in the Project occurring by the end of the fifth (5th) year after the year of execution of the Fee Agreement and being maintained in accordance with the Act.

(b) The Company will maintain the Project and will (i) keep the Project insured against loss or damage or perils generally insured against by industries or businesses similar to the Company and will carry public liability insurance covering personal injury, death or property damage with respect to the Project; or (ii) self-insure with respect to such risks in the same manner as it does with respect to similar property owned by the Company; or (iii) maintain a combination of insurance coverage and self-insurance as to such risks.

(c) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, any obligations the County may incur for the payment of money shall not create a pecuniary liability of the County nor create a general obligation on its part or by the State of South Carolina or any incorporated municipality, but shall be payable solely from the payments received under such Fee Agreement and, under certain circumstances, insurance proceeds and condemnation awards.

(d) The Fee Agreement shall contain agreements providing for the indemnification of the County and the individual officers, agents and employees thereof for all expenses incurred by them and for any claim of loss suffered or damaged to property or any injury or death of any person occurring in connection with the planning, design, approval, acquisition, construction and carrying out of the Project.

(e) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes. Pursuant to the Act, such payments shall continue for a period of up to twenty (20) years from the date of the Fee Agreement and each of the annual capital investments made under the Fee Agreement for the first five years, not counting the initial year of the Fee Agreement, and any amendments or supplements to the Fee Agreement to the extent permitted by law and authorized by the County, herein. The amounts of such payments shall be determined by using an assessment ratio of 6%, a fixed millage rate based on the June 30, 2007 millage rate for the Project site (which the parties believe to be 204 mills), and the fair market value for the Project property (which value is not subject to reassessment as provided in the Act) as determined by using original cost for any real property and original cost less allowable depreciation for any personal property in accordance with Title 12, Chapter 37, Code of Laws of South Carolina 1976, as amended.

(f) The County and the Company agree, in accordance with the Act, that the Company may dispose of property subject to fee payments, as set forth in this Section.

(1) When the Company disposes of property subject to the fee, the fee payment must be reduced by the amount of the fee payment applicable to that property, subject to an absolute requirement to invest not less than \$30,000,000 of such qualifying fee in lieu of tax investment occurring by the end of the fifth (5th) year after the year of execution of the Fee Agreement and being maintained in accordance with the Act.

(2) Property shall be considered disposed of for purposes of this Section only when it is scrapped or sold in accordance with the Fee Agreement.

(3) The Company will be allowed to replace personal property subject to

the Fee Agreement to the full extent provided by law.

Section 2.4. Upon the request of the Company, the County will permit the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and related real and personal property deemed necessary under the Fee Agreement may be let by the Company.

Section 2.5. Oconee County Council agrees that this Agreement constitutes a Millage Rate Agreement, within the meaning of the Act, providing the Company with the millage rate legally levied and applicable to the Project site on June 30, 2007, which millage rate shall be fixed as to all property subject to the Fee Agreement for the duration of the Fee Agreement.

ARTICLE III

UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. Prior to execution of the Fee Agreement and subsequent to this Agreement, the Company may advance any acquisition or construction funds required in connection with the planning, design, acquisition, construction and carrying out of the Project including any infrastructure and be entitled to subject the constructed or acquired property to the Fee Agreement, to the extent permitted by law.

Section 3.2. The County will have no obligation to assist the Company in finding a bank and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project and the costs of the fee in lieu of tax transaction.

Section 3.3. If the Project proceeds as contemplated, the Company further agrees as follows:

(a) To obligate itself to make the payments required by the Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3 (e) hereof;

(b) To indemnify, defend, and hold the County harmless from all pecuniary liability and to reimburse it for all expenses to which it might be put in the fulfillment of its obligations under this Agreement and in its negotiation and execution and in the implementation of its terms and provisions;

(c) To perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings and consummate the proposed financing;

(d) To apply for, and use its best efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the acquisition, construction, operation and use of the Project;

(e) To indemnify, defend and hold the County and the individual directors, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, approval, acquisition, construction, leasing and carrying out of the Project. The Company also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. This indemnity shall be superseded by a similar indemnity in the Fee Agreement;

(f) To invest not less than Thirty Million Dollars (\$30,000,000) in taxable investment in the Project by the end of the fifth (5th) year following the end of the year in which the Fee Agreement is executed and maintain such investment in accordance with the Act, or lose the benefits of this Agreement in accordance with the Act for failure to do so.

ARTICLE IV

GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the Act and the Home Rule Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

Section 4.2. All commitments of the County and the Company hereunder are mutually dependent, each on the other, and are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof.

Section 4.3. If for any reason this Agreement is not executed and delivered by the Company on or before December 31, 2008 the provisions of this Agreement shall be cancelled and neither party shall have any rights against the other and no third parties shall have any rights against either party except:

(a) The Company will pay the County for all expenses which have been authorized by the Company and incurred by the County in connection with the planning, design, acquisition, construction and carrying out of the Project and for all expenses incurred by the County in connection with the authorization and approval of the Fee Agreement or this Agreement;

(b) The Company will pay the out-of-pocket expenses of officers, agents and employees of the County and counsel for the County incurred in connection with the Project and the execution of the Fee Agreement, and will pay fees for legal services related to the Project and the negotiation, authorization, and execution of the Fee Agreement and this Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the Act, the Company may, with the prior consent of the County, which consent will not unreasonably be withheld, assign (including, without limitation, absolute, collateral, and other Assignments) all or a part of its rights and/or obligations under this Inducement Agreement, the Fee Agreement, or any other Agreement related hereto or thereto, to one or more other entities which are "Related Parties" within the meaning of the Internal Revenue Code without adversely affecting the benefits to the Company or its Assignees pursuant to any such Agreement or the Act.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Marion E. Lyles, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth Hulse, Clerk to County Council
Oconee County, South Carolina

Dated: July 17, 2007

PROJECT SENTRY

By: _____

Date: _____, 2007

ORDINANCE NO. 2007- 515

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT SENTRY; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT

MEMBERS, OCONEE COUNTY COUNCIL

Mr. George C. Blanchard, District I Mr. Thomas S. Crumpton, Jr., District II
Mr. Mario Suarez, District III Mr. Marion E. Lyles, District IV
Mr. H. Frank Ables, Jr., District V

MINUTES, OCONEE COUNTY COUNCIL MEETING

The Oconee County Council met Tuesday, June 19, 2007 at 3:00 pm in Council Chambers, 415 South Pine Street, Walhalla, SC with all Council Members and the County Attorney present.

Press:

Members of the press notified (via mail): Keowee Courier, Westminster News, Daily Journal, Anderson Independent, WGOG Radio, WYFF TV, WLOS TV, WSPA TV & WSNW Radio.

Members of the press present: Dick Mangrum – WGOG Radio; Brett McLaughlin – Daily Journal; Dave Williams – Anderson Independent & Ashton Hester – Keowee Courier.

Other Organizations Notified:

Also notified were the Oconee County Tax Payers Association & Citizens for Recreation Center.

Call to Order:

Chairman Lyles called the meeting to order.

Pledge to US Flag:

Mr. Suarez led the pledge of allegiance to the US Flag.

Minutes:

Mr. Blanchard explained that minutes of June 5, 2007 should be amended so that the Commission Member's term on the Oconee County Emergency Service Protection Commission be co-terminus with the term of the Council Member appointing that Commission Member.

Mr. Blanchard made a motion, seconded by Mr. Crumpton, approved 5 – 0 that the minutes of the June 5, 2007 meeting, as amended, be adopted.

Public Comment Session:

Mr. Michael Bartlett addressed Council regarding the fire protection plan and ISO ratings.

Mr. Larry Linson addressed Council regarding their vote on the budget.

Ms. Susie Cornelius addressed Council regarding rescinding Ordinance 2007-08, "AN ORDINANCE ESTABLISHING THE OCONEE COUNTY SPECIAL TAX DISTRICT FOR EMERGENCY SERVICES PROTECTION".

Mr. Berry Nichols addressed Council regarding Ordinance 2007-14, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT PHOENIX PLUS; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT".

Mr. Bob Littleton addressed Council regarding the budget, reassessment, tax increases and the citizens' trust of County Council.

Mr. Charles Gray addressed Council regarding the budget and revenues for the County airport.

Mr. George Cleveland addressed Council regarding the tax increase being necessary to fund the emergency management plan and increasing the time during public comment to five minutes.

Mr. Bo Horne addressed Council regarding the special tax district and tax caps proposed by the Delegation.

Mr. B. J. Littleton addressed Council regarding the public comment session and free speech.

Sewer Commission:

Upon recommendation of Mr. Howard Adams, Chair, & Mr. Robert Winchester, General Superintendent, Sewer Commission, Mr. Crumpton made a motion, seconded by Mr. Abler, approved 5 - 0 that the attached 2007-2008 budget in the amount of \$5,713,578 for the Sewer Commission be adopted.

ATAX Grants:

Mr. Ables made a motion, seconded by Mr. Suarez, approved 5 – 0 that the attached ATAX Grant in the amount of \$3,100 to Oconee Community Theater for Weekend Theatre advertisement package be adopted.

Mr. Crumpton made a motion, seconded by Mr. Suarez, approved 4 – 1 (Mr. Blanchard voting against) that the attached ATAX Grant in the amount of \$1,487.96 to Walhalla Civic Auditorium for printing of brochures be adopted.

Rock Quarry:

Mr. Crumpton made a motion, seconded by Mr. Blanchard, approved 4 – 1 (Mr. Ables voting against) that the bid for drilling and blasting at the Rock Quarry be awarded to Southern Blasting Services, Inc., who was the only bidder at an estimated cost of \$336,575 for fiscal year 2007-08 with the option to renew for an additional four one-year periods.

EMS Grant:

Mr. Blanchard made a motion, seconded by Mr. Crumpton, approved 5 – 0 that Oconee Memorial Hospital be authorized to apply for an EMS Grant in the amount of \$6,150 with the local match of \$400 being paid by the hospital.

Sheriff's Department Grant:

Mrs. Lombard also informed Council that the Sheriff's Department would be applying for a FY 2007 Edward Byrne Memorial Justice Assistance Grant in the amount of \$15,150 which requires no local match.

Ordinance 2007-04:

Mr. Ables made a motion, seconded by Mr. Blanchard, approved 5 – 0 that Ordinance 2007-04, "THE 2007-2008 BUDGET APPROPRIATIONS ORDINANCE FOR OCONEE COUNTY" be adopted on third and final reading.

Ordinance 2007-05:

Mr. Crumpton a motion, seconded by Mr. Blanchard, approved 5 – 0 that Ordinance 2007-05, "THE 2007-2008 BUDGET APPROPRIATIONS ORDINANCE FOR THE SCHOOL DISTRICT OF OCONEE COUNTY AND TRI-COUNTY TECHNICAL COLLEGE" be adopted on third and final reading.

Ordinance 2007-10:

Mr. Blanchard made a motion, seconded by Mr. Ables, approved 5 – 0 that Ordinance 2007-10, "ROAD NAMING AND ADDRESSING ORDINANCE OF OCONEE COUNTY, SOUTH CAROLINA" be adopted on second reading.

Ordinance 2007-11:

Mr. Ables made a motion, seconded by Mr. Crumpton, approved 5 – 0 that Ordinance 2007-11, "AN ORDINANCE CREATING THE OCONEE COUNTY PARKS, RECREATION AND TOURISM COMMISSION, AND REPEALING ORDINANCE 2003-26, AN ORDINANCE CREATING THE OCONEE COUNTY PARKS AND TOURISM COMMISSION AND REPEALING ORDINANCE 2003-27, AN ORDINANCE CREATING THE OCONEE COUNTY RECREATION COMMISSION" be adopted on second reading.

Ordinance 2007-12:

Mr. Blanchard made a motion, seconded by Mr. Crumpton, approved 5 – 0 that Ordinance 2007-12, "AN ORDINANCE AMENDING ORDINANCE 2004-16, AN ORDINANCE AMENDING ORDINANCE 2002-14, AN ORDINANCE AMENDING ORDINANCE 2001-05, AN ORDINANCE FOR THE PURPOSE OF ESTABLISHING A LOCAL ACCOMMODATIONS TAX TO APPLY TO ALL ACCOMMODATIONS LOCATED IN OCONEE COUNTY" be adopted on second reading.

Ordinance 2007-13:

Mr. Ables made a motion, seconded by Mr. Crumpton, approved 5 – 0 that Ordinance 2007-13, "AN ORDINANCE APPROVING THE AMENDMENT BY AND BETWEEN JOHNSON CONTROLS BATTERY GROUP, INC. AND OCONEE COUNTY, SOUTH CAROLINA (JOHNSON CONTROLS BATTERY GROUP, INC. PROJECT), PURSUANT TO THE PROVISIONS OF SOUTH CAROLINA CODE ANNOTATED, SECTION 4-12-30 (1976) AS AMENDED" be adopted on first reading.

Ordinance 2007-14:

Mr. Crumpton made a motion, seconded by Mr. Suarez, approved 5 – 0 that Ordinance 2007-14, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT PHOENIX PLUS, AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT" be adopted on first reading.

Council Committee Reports:

There were no Council Committee reports.

Administrator Report:

Mrs. Lombard expressed her appreciation to Mr. Rodney Burdette, Emergency Services Director and the volunteers who had worked so tirelessly trying to find the body of little Joshua Dorchak who drowned June 8th on Lake Jocassee.

Salem Recreational Funds:

Also, upon recommendation of Mrs. Lombard, Mr. Blanchard made a motion, seconded by Mr. Ables, approved 5 - 0 that the request of the Town of Salem for \$1,000 recreational funds be adopted.

Health Department (Contingency):

Upon recommendation of Mrs. Lombard, Mr. Ables made a motion, seconded by Mr. Crumpton, approved 5 - 0 that \$30,000 be taken from contingency to complete the HVAC system at the Health Department.

Red Cross (Contingency):

Further, upon recommendation of Mrs. Lombard, Mr. Crumpton made a motion, seconded by Mr. Blanchard that \$5,000 be taken from contingency and given to the American Red Cross.

Budget:

Mr. Suarez informed those present that he was sorry to have missed the public hearing on the budget but had a death in his family. Mr. Suarez also stated he would not say the County financial house was in order but he felt Council was on the way to putting it in order.

Clerk to Council:

Mr. Lyles announced the new Clerk to Council would be named next week.

Road & Transportation Meet:

Mr. Crumpton scheduled a Road & Transportation Committee Meeting July 17, 2007 at 1:00 pm.

Executive Session:

Mr. Ables made a motion, seconded by Mr. Crompton, approved 5 - 0 that Council go into executive session for the purpose of discussing a contractual matter.

Open Session:

When open session resumed, Mr. Blanchard made a motion, seconded by Mr. Suarez, approved 5 - 0 that Council enter into an intergovernmental agreement with the City of Seneca for fire protection adjacent to the City of Seneca.

Adjourn:

Adjourn: 4:45 pm

Respectfully Submitted:

Opal O. Green
Clerk to Council

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

OPTION AGREEMENT

This Option Agreement is made as of this _____ day of _____, 2007, between Oconee County, South Carolina (County), and the Cities of Seneca, Walhalla and Westminster ("Cities").

The Cities of Seneca, Walhalla and Westminster by executing this Option Agreement tentatively agree to enter into a formal Agreement to create a Joint Authority Water and Sewer System ("the Agreement") under the provisions of Chapter 25, Title 6, South Carolina Law as amended by Act No. 59 South Carolina Act and Joint Resolutions, effective June 6, 2007, ("the Act") and tentatively agree to name Commissioners to the Joint Authority Water and Sewer System ("Authority") and agree to instruct such named Commissioners to file an application with the South Carolina Secretary of State for a corporate charter under the provisions of Section 6-25-50 of the Act.

Upon the execution of the Agreement by the cities, the issuance of a Charter by the South Carolina Secretary of State under the provisions of 6-25-50(B) and upon the lawful creation of the Authority under the Constitution and Laws of South Carolina, Oconee County agrees that it will transfer to the Authority all of its right, title and interest in the real and personal property and choses in action owned by Oconee County dedicated to and now operated by the Oconee County Sewer Commission, including all transportation lines, wastewater treatment plant, vehicles, equipment, contracts, rights-of-way, land and all other equipment and property of whatever nature, as is generally described by Attachment A.

The Cities agree to cause the Joint Authority Water and Sewer System to assume all obligations of the County relating to the sewer system now operated by the Oconee County Sewer Commission as described by Attachment B.

This Option Agreement may be executed as counterparts, which will comprise a unified agreement.

The governing bodies of Oconee County, the City of Seneca, the City of Walhalla, and the City of Westminster have each approved this Agreement and each have authorized the below named officers to execute the Agreement as set forth.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXECUTION

OCONEE COUNTY EXECUTED THIS AGREEMENT on the _____ day of _____, 2007.

In the presence of:

OCONEE COUNTY

By: _____
Its: _____

Attest: _____
Its: _____

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ACKNOWLEDGMENT

I, _____, a Notary Public for the State of SC, do hereby certify that
OCONEE COUNTY by _____ as _____ and
as _____ personally appeared before me this date
and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2007.

(SEAL)

Notary Public of SC
My commission expires _____

EXECUTION

THE CITY OF SENECA EXECUTED THIS AGREEMENT on the _____ day of _____, 2007.

In the presence of:

CITY OF SENECA

By: _____
Its: _____

Attest: _____
Its: _____

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ACKNOWLEDGMENT

I, _____, a Notary Public for the State of SC, do hereby certify that
CITY OF SENECA by _____ as _____ and
as _____ personally appeared before me this date
and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2007.

(SEAL)

Notary Public of SC _____
My commission expires _____

EXECUTION

THE CITY OF WALHALLA EXECUTED THIS AGREEMENT on the _____ day of _____, 2007.

In the presence of:

CITY OF WALHALLA

By: _____
Its: _____

Attest: _____
Its: _____

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ACKNOWLEDGMENT

I, _____, a Notary Public for the State of SC, do hereby certify that
CITY OF WALHALLA by _____ as _____ and
_____ as _____ personally appeared before me this date
and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2007.

(SEAL)

Notary Public of SC: _____
My commission expires _____

EXECUTION

THE CITY OF WESTMINSTER EXECUTED THIS AGREEMENT on the _____ day of _____, 2007.

In the presence of:

CITY OF WESTMINSTER

By: _____

Its: _____

Attest: _____

Its: _____

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ACKNOWLEDGMENT

I, _____, a Notary Public for the State of SC, do hereby certify that
CITY OF WESTMINSTER by _____ as _____ and
as _____ personally appeared before me this date
and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2007.

(SEAL)

Notary Public of SC

My commission expires _____

EXECUTION

THE OCONEE COUNTY SEWER COMMISSION THROUGH ITS TRANSITION COMMITTEE EXECUTED THIS AGREEMENT on the ____ day of _____, 2007.

In the presence of:

OCONEE COUNTY SEWER COMMISSION

By: _____

By: _____

By: _____
Transition Committee


STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ACKNOWLEDGMENT

I, _____, a Notary Public for the State of SC, do hereby certify that
OCONEE COUNTY SEWER COMMISSION by _____
and _____ as Transition
Committee personally appeared before me this date and acknowledged the due execution of the
foregoing instrument.

Witness my hand and official seal this ____ day of _____, 2007.

(SEAL)

Notary Public of SC
My commission expires _____



Dorchester County
Council Office

MEMORANDUM

TO: All County Council Members
Mr. Dale Surratt, Administrator

FROM: Beth Hulise, Clerk to Council

DATE: July 13, 2007

CC: Bradley A. Norton, County Attorney

RE: **DORCHESTER COUNTY, SC
LAWFUL EMPLOYMENT ORDINANCE**

Dale K. Surratt
Administrator

Dorchester County
Administrative Offices
415 South Pine Street
Wahpeton, SC 27691

Phone: 864 718 1024
Fax: 864 718 1024

E-mail:
lshulise@dorcountysc.com

George C. Blanchard
District I
Thomas S. Crumpton
District II
Mario Suarez
District III
Merton F. Lykes, Chair
District IV
R. Frank Abley, Jr.
District V

Enclosed please find a copy of Dorchester County's recent Ordinance that deals with contracts between the county and contractors and their requirement that those contractors hire only legal citizens. Mr. Crumpton requested that we obtain this ordinance for your review.

Attachment: Dorchester Ordinance: 07-02



STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

ORDINANCE NUMBER 07-02

AN ORDINANCE TO ADD A NEW SECTION 23 TO DORCHESTER COUNTY ORDINANCE NO. 91-08 PERTAINING TO BUSINESS LICENSES SO TO ADD THE "DORCHESTER COUNTY, SOUTH CAROLINA, LAWFUL EMPLOYMENT ORDINANCE," TO PROVIDE FOR AN EFFECTIVE DATE, SEVERABILITY, AND OTHER MATTERS RELATING THERETO

SECTION 23.A. FINDINGS AND DECLARATION OF PURPOSE

This Section shall be known and may be cited as the "Dorchester County, South Carolina, Lawful Employment Ordinance."

The Dorchester County Council finds and declares:

State and federal law require that certain conditions be met before a person may be authorized to work in this country; and

Unauthorized aliens as defined by Federal law do not normally meet such conditions as a matter of law when present in the County of Dorchester; and

Unlawful employment harms the health, safety and welfare of persons authorized to work in the United States; and

The state and federal government lack the resources to properly protect the citizens of Dorchester County from the adverse effects of the employment of unauthorized aliens; and

The County finds that providing business license applicants and licensees (hereinafter "licensees") with information, education and assistance with respect to hiring only persons authorized to work in the United States will assist licensees in complying with State and Federal laws; will operate as a deterrent to the employment of unauthorized aliens in violation of Federal Law; and further, the County finds it appropriate to serve licensees doing business in the County by providing information with respect to employment eligibility, employment eligibility verification, and available automated systems which serve as employment eligibility verification checks; and, further, the County finds that it possesses authority delegated by the federal government pursuant to the United States Code Title 8, Sections 1324a(h)(2), 1373 and 1644 to verify whether persons providing work or services on behalf of licensed businesses within the County are lawfully present in the United States under a citizenship or immigration status which authorizes the performance of such work.

The County finds it is in the best interests of, and will serve and benefit, the health, safety and welfare of the public and licensees to enact this Section to deter and prevent

employment of unauthorized aliens; provided, however;

The County shall not construe this Section to prohibit rendering of emergency medical care, emergency assistance or legal assistance to any person.

NOW THEREFORE, BE IT ORDAINED AND ENACTED, by the County Council of Dorchester County, South Carolina, duly assembled and by the authority of the same as follows:

SECTION 23.B. DEFINITIONS

When used in this Section 23, the following words, terms and phrases shall have the meanings ascribed to them herein and shall be construed so as to be consistent with state and federal law, including federal immigration law:

- "Business" and "business entity" shall have the same meaning as provided in Dorchester County Ordinance 91-08 Sec. 2.A.
2. "County" means the County of Dorchester, South Carolina.
 3. "Contractor" means a person, licensee, subcontractor or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include but not be limited to a subcontractor, contract employee, or a recruiting or staffing entity.
 4. "Unauthorized alien" shall have the same meaning as 8 U.S.C. §1324a(h)(3) and means with respect to the employment of an alien at a particular time that the alien is not at that time either:
 - (a) an alien lawfully admitted for permanent residence; or
 - (b) authorized to be so employed by the United States Immigration and Nationality Act or by the United States Attorney General.
 5. The County shall not conclude that a person is an unauthorized alien unless and until an authorized representative of the County has verified with the federal government, pursuant to United States Code Title 8, subsection 1373(c), the person's citizenship or immigration status.
 6. "Basic Pilot Program" means an electronic verification of work authorization program provided under the auspices of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, P.L. 104-208, Division C, Section 403(a), United States Code Title 8, subsection 1324a, and operated by the United States Department of Homeland Security (or a successor program).

established by the federal government).

7. "Employment Eligibility Verification" means the verification by an authorized representative of the County of Dorchester that a person providing work or services on behalf of a business entity licensed by the County is lawfully present in the United States in an immigration status for which such work has been authorized. Verification is made by the submission of such personal data of such a person as may be required by the appropriate federal government agency, which has been duly collected by the business and provided to the County pursuant to an enforcement action under this Section 23.

SECTION 23.C. INFORMATION, EDUCATION AND ASSISTANCE

It is unlawful for any business entity to recruit, hire for employment, or continue to employ, or to permit, dispatch, or instruct any person who is an unauthorized alien to perform work in whole or part within the County.

Every business or person that applies for a business license to engage in any type of work in the County shall sign an affidavit, on a form designated by the County, attesting under penalty of perjury that the business and, or person does not knowingly utilize the services of, engage or hire any person who is an unauthorized alien; and further, the licensee shall affirm and attest that as a condition of issuance for a business license the applicant accepts and agrees to the provisions of this Section 23 and shall fully cooperate with the enforcement Section 23 as provided herein.

Upon request, the County will provide a business license applicant or licensee with information pertaining to the requirements of Federal law regarding the unlawful employment of unauthorized aliens and unfair immigration-related employment practices.

SECTION 23.D. ENFORCEMENT

The County of Dorchester Business License Department shall enforce the requirements of this Section 23.

For purposes of this section, an enforcement action is an action undertaken by the County to ascertain the lawful employment of any person within the County.

2. An enforcement action shall be initiated by means of:
 - (a) a written signed complaint filed with the County Business License Department submitted by any County official, business entity, or County resident; or
 - (b) as a part of an audit made pursuant to Dorchester County Ordinance 91-08 Sec. 10.

3. A complaint shall include specific allegations describing the alleged violation including but not limited to: the date and location where an alleged violation occurred. For purposes of this section, "the alleged violator" means a licensee and "the actions constituting a violation" include allegations which create in the mind of a reasonable person that the licensee engages in unlawful business practices in violation of this Section 23.
4. A complaint which alleges a violation solely or primarily on the basis of national origin, ethnicity, or race shall be deemed invalid and shall not be enforced nor shall same constitute grounds to conduct an audit pursuant to Dorchester County Ordinance 91-08 Sec.10.
5. A licensee shall not be subject to license suspension if the licensee, prior to the date of the alleged violation, shows to the satisfaction of the Business License Department that it verified employment eligibility for all newly hired individuals under an electronic verification of work authorization program as defined in Sec. 23.B.6.
6. Upon receipt of a written complaint alleging that a licensee has failed, neglected or refused to comply with this Section 23 or upon receipt of specific information which would lead a reasonable person to conclude there exists cause to investigate the compliance of a licensee, the Business License Division will cause an investigation to commence.
7. The Business License Division shall request a licensee to provide information, including but not limited to, employee identity information.
8. If an investigation of a complaint or the results of an audit show that the licensee:
 - (a) complied with 8 U.S.C. 1324 a; or
 - (b) utilizes the "Basic Pilot Program" (or an equivalent Program) and electronically verifies work authorization for all individuals subject to this Section 23;the investigation shall be immediately concluded and the complainant notified thereof in writing.
9.
 - (a) If an investigation of a complaint or the results of an audit show that the licensee failed, refused, or neglected to provide documentation of employment verification as required pursuant to 8 U.S.C. §1324a or, upon production of such documentation, the County obtains verification information pursuant to 8 U.S.C. §1373 evidencing the employment of unauthorized alien(s), the employer shall receive written notice of the findings and notice of further action, including, but not limited to, possible suspension of the licensee's business license.
 - (b) Upon receipt of such notice, the licensee may submit to the Business

License Department any additional documentation to support that the individual is authorized to work in the United States. Additional documentation shall be filed with the Department within (15) business days from the date of notice unless an extension of up to forty-five (45) working days is requested and granted. During this period, the licensee's business practices may remain unaltered. However, absent additional documentation to support a finding of lawful employment, the licensee shall be subject to license suspension as provided in Subsection 11.

- (c) Upon the expiration of the period referred to in Subsection 9(b), above, the failure, refusal or neglect by the licensee to provide additional documentation shall support the entry of a finding of a violation of this Section 23. All findings shall be made in writing with findings of fact and conclusions of law separately stated.
10. Appeals: An appeal from a finding shall be made to the Circuit Court under the applicable rules of Civil Procedure relating to an appeals from a final adjudication.
11. Penalties: The exclusive remedy for violation of this Section 23 is as provided herein.
- (a) Notwithstanding the monetary penalty provided at Dorchester County Ordinance 91-08, the exclusive penalty for violation of this Section 23 shall consist of suspension of the business license of any business entity which fails to correct a violation of this section within three (3) business days after receipt of notification of a violation by the County.
 - (b) The suspension of a business license shall terminate one (1) business day after a legal representative of the business entity submits to the Business License Department a sworn affidavit attesting that the violation has ended.
 - (c) The affidavit shall include a description of the specific measures and actions taken by the licensee to end the violation and shall include the name, address and other identifying information of the unauthorized alien related to the complaint.
 - (d) Upon a finding, that a licensee employs two (2) or more unauthorized aliens, the licensee shall be required to file with the Business License Department, in addition to the affidavit provided in Section 11.b above, documentation acceptable to the County which evidences that the licensee has enrolled and participates in the Employment Eligibility Verification program provided at Section 23.B.7. for the duration of the business license granted to the licensee.
 - (e) In the event of a second or subsequent violation of Section 23, the

Business License Department shall suspend the licensee's business license for a period of twenty (20) days. Upon the expiration of the suspension, and upon receipt of the affidavit provided in Section 11 b. above, the Business License Department shall reinstate the licensee's business license and notify the appropriate Federal enforcement agency of same. In the case of the employment of a person unauthorized to work under State law and which is not related to Federal immigration laws, the Business License Department shall notify the appropriate State agency(s).

12. All agencies of the County shall enroll and participate in the Basic Pilot Program.
13. As a condition for any award of any County contract or grant to a business entity for which the value of employment, labor or personal services shall exceed \$10,000, the business entity shall provide documentation confirming its enrollment and participation in the Employment Eligibility Verification program provided at Section 23 B.7.

SECTION 23.E. PROHIBITION OF DISCRIMINATION

1. The Federal Immigration and Nationality Act, as amended, and Title VII of the Civil Rights Act of 1964, as amended, the South Carolina Human Affairs Law, as amended, the South Carolina Unfair Trade Practices Act, as amended, among other Federal and State laws and regulations prohibit employment discrimination. Employers must treat all employees the same when completing employment eligibility verification documents. Employers may not set different employment eligibility verification standards or require different documents to be presented by different groups of employees.
2. An allegation of discrimination may be filed by an individual who believes he or she is the victim of employment discrimination by contacting the appropriate State and Federal agencies. The Dorchester County Business License Department provides a list of State and Federal agencies authorized to accept and investigate complaints alleging employment discrimination.

Section 23.F. Applicability and Effective Date

This Section 23 shall become effective on:

July 1, 2007

Section 23.G. Severability


If any part of this Section 23 is held by a court of competent jurisdiction to be unconstitutional, illegal, or invalid for any reason, it shall be construed to have been the legislative intent of the County Council of Dorchester County, South Carolina, to pass this Section without such unconstitutional, illegal or invalid provision, and the remainder of this Section 23 shall be deemed and held to be constitutional, lawful and valid as if

such portion had not been included. If this Section 23 or any provision thereof is held by a court of competent jurisdiction to be inapplicable to any person, group of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.

APPROVED AND ADOPTED BY THE COUNTY COUNCIL OF DORCHESTER COUNTY, SOUTH CAROLINA ON THIS 22nd DAY OF JANUARY 2007.

COUNTY COUNCIL OF DORCHESTER COUNTY

BY:


LARRY S. HARGETT
Its Chairman

ATTEST:

BY:


Sandy W. Lawley, Clerk to Council

First Reading: 11/20/06
Second Reading: 1/08/07
Public Hearing: 1/08/07
Third Reading: 1/22/07